

2-751171
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Judge Hellerstein
08 CV 1952

X
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.,

Plaintiff

- against -

AC EQUIPMENT EXPORT, CORP.,

Defendant
X

CIVIL COMPLAINT
IN ADMIRALTY



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. RAVALLONE & ASSOCIATES, as and for its Complaint against defendant AC EQUIPMENT EXPORT, CORP., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$5,936.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$5,936.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
February 26, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant AC EQUIPMENT EXPORT, CORP. was and still is a corporation organized and existing under the laws of the State of Florida, with offices and a place of business at 7798 N.W. 71st St., Miami, FL 33166, with an agent for service of process, Angelica Boscan, Vice President and Director, at the corporate address.

II. Particulars:

1. Bill of Lading No. ZIMUORF215232, dated August 22, 2007, from Indianapolis to Maracaibo via New York on the Vessel ZIM MEDITERRANEAN, one (1) forty-foot Hi-Cube SAID TO CONTAIN: USED APPLIANCES, at the applicable tariff and/or Service Contract rate of \$2,963.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$2,963.00

2. Bill of Lading No. ZIMUORF218525, dated August 29, 2007, from Indianapolis to Maracaibo via New York on the Vessel ZIM CALIFORNIA, one (1) forty-foot Hi-Cube SAID TO CONTAIN: USED APPLIANCES, at the applicable tariff and/or Service Contract rate of \$2,973.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$2,973.00

III. Total Amount Due: \$5,936.00

B N.W. 715TH STREET
M. FL 33166-2346

NAME/NAME & ADDRESS
 AIR CONDITION IMPORT EXPORT
 EXUELA C.A. AV. CIRCUMVALACION #1,
 RIO MARIN CONCEPCION PALACIO, AVE.
 NO. 102-34 MARACAIBO, ZULIA,
 ZULIA
 NO RESOLVIBLE UNLESS CONTINUED TO OTHER
 P. NAME & ADDRESS
 A. LIZBETH OCANDO MORALES
 611 785-1147

ALONSO SHIPPING COMPANY
7855 NW 12TH STREET, #216
MIAMI, FL 33126

THIS DOCUMENT HAS BEEN CLASSIFIED UNCLASSIFIED

CHEN, H. Y. H. 1990. The effects of temperature and salinity on the growth and survival of the bay anchovy, *Anchoa hepsetus* (Pisces: Engraulidae). *Journal of Experimental Marine Biology and Ecology* 140:111-122.

CALIFORNIA 20/W

11/15/2011

11/15/12

DOI: 10.1002/for

ACUTE

THE CANABOLTS

[illegible]

NEW YORK

YOUNG, MORTIMER I.

SERVICE CONTRACT NO. 9407-26-3004

DATE: 11/11/2011 11:11:11 AM

WKS & SOLICIT NO.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CWT	K&U HC DRY CONTAINER S.T.C. ONE LOT OF USED APPLIANCES, N.O.S., 102 PIECES UN LOTE DE ELECTRODOMESTICOS, NOS SHIPPER'S LOAD, WEIGHT AND COUNT US\$2500 IN VALUE, THEREFORE NO S.E.D. IS REQUIRED UNDER SECTION NO. 30-55	4975KG 10970LB	
<div style="text-align: center;"> EXHIBIT "B" <small>ENCLOSURE - REMAINING AND SEE INITIALS/ISSUE NO.</small> </div>			
<p>COMMODITIES, TECHNOLOGY OR SOFTWARE WERE REPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT STATUTES REGULATING OVERSEAS COMMERCE TO U.S. LAW ENFORCEMENT.</p>			

DETAILS		UNIT		PRICE		TOTAL	
UNIT PREPAID	FREIGHT	UNIT	2550.00	2550.00	DL		
	B/L FEES	U	35.00	35.00	DL		
	BUNKER/FUEL	UNIT	250.00	250.00	DL		
PERS/LOAD/COUNT/STOW	INTERNATIONAL	UNIT	6.00	6.00	DL		
	INTERMODAL	UNIT	132.00	132.00	DL		
TOTAL FREIGHT							

<p>MERCHANT'S DECLARED VALUE OF GOODS If Merchant assigns a value. Consignee's obligation of liability shall not apply and net recover freight will be charged (See Clause 22)</p>	<p>\$US 2973.00</p>
<p>NOTE: Consignee if owner, purchaser and/or other, unless otherwise stated herein, shall be deemed to accept the goods as presented in accordance with the Bill of Lading and to be bound by the terms and conditions thereof. Consignee shall be deemed to have accepted the goods as presented in accordance with the Bill of Lading and to be bound by the terms and conditions thereof. Consignee shall be deemed to have accepted the goods as presented in accordance with the Bill of Lading and to be bound by the terms and conditions thereof.</p>	<p>IN WITNESS WHEREOF the Master or Agent of the said vessel has signed the bill of lading in original form of Celling dated herein. All at the place and date of the Bill of Lading to consignee in order. and shall be countersigned before delivery and the goods are stored (142)</p>
<p>Freight, insurance, taxes, customs, duties, consular and other charges as shown in Freight and Insurance in the Bill of Lading shall be for the benefit of the consignee and shall be paid by the consignee. Consignee shall be deemed to have accepted the goods as presented in accordance with the Bill of Lading and to be bound by the terms and conditions thereof.</p>	<p>FREIGHT PAYABLE AT NORFOLK</p> <p>NO. OF CONTAINERS 3</p>
<p>The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are confirmed on receipt and forward and include limitation of liability in respect of loss or damage to the goods and policy. The package document mentioned in Clause 23 will not be applicable in the event that consignee are specially insured, insured, insured by the Merchant prior to loading and All Vietnam Freight is paid or contractable for. Goods carried in containers are carried in accordance with and subject to Carrier's container policy service (see Cl. 1. contract) and Carrier's Container Rules and Tariffs (see Clauses 13, 11, 12 & 19 overleaf).</p>	<p>PLACE AND DATE OF ISSUE NORFOLK, VA 06/17/2007</p>
<p>NON NEGOTIABLE</p>	<p>IXM American Incorporated Shipping Service As Agents for 2m Integrated Shipping Services Ltd As Carrier</p>